

Date of Institution : 27.01.2026
 Date of Final Hearing : 02.07.2026
 Date of Pronouncement : 22.07.2026

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
 COMMISSION: KURNOOL**

Present: Sri Karanam Kishore Kumar, B.A., B.L., President

Sri N.Narayana Reddy, B.A., B.L., Member
 And

Smt S.Nazima Kausar, PGDBM., M.Com., MBA., B.Ed., Member

Wednesday the 22nd day of July, 2026

CONSUMER COMPLAINT No.29/2026

Between:

G. N. Srinivas Chakri,
 S/o G. B. Nagesh Kumar,
 Age: 32 Years, R/o 25-684-191-C,
 Padmavathi Nagar,
 Nandyal- 518 501,
 Kurnool District, Andhra Pradesh.

...COMPLAINANT

(Through: Sri K.Krishna Chaitanya Advocate)

-VS-

Myntra Designs Private Limited,
 Represented by its Chief Executive Officer / Authorized Signatory,
 Registered Office: Buildings Alyssa,
 Begonia & Clover, Embassy Tech Village,
 Outer Ring Road, Devarabeesanahalli Village,
 Varthur Hobli,
 Bengaluru-560103, Karnataka.

...OPPOSITE PARTY

(Through: Sri A.Jagadeesh Kumar, Advocate)

ORDER

(As Per Smt S.Nazima Kausar, Women Member on behalf of the Bench)

CONSUMER COMPLAINT No.29/2026

1. This complaint is filed under section 35 of the Consumer Protection Act, 2019, praying to direct the opposite party:-

- a. Allow the present complaint and hold that the Opposite Party has committed deficiency in service and unfair trade practice under the Consumer Protection Act. 2019.
- b. To pay compensation of Rs.60,000/- to the Complainant towards mental agony, harassment, inconvenience, and loss of time suffered due to the Opposite Party's acts.
- c. To compensate the Complainant for the financial loss suffered due to increase in gold prices from 05.10.2025 till the date of refund, caused by the prolonged and unjustified delay.
- d. To pay interest at the rate of 12% per annum on the amount of Rs.59,750/- for the period from 05.10.2025 till the date of refund, towards unlawful retention of the Complainant's money.
- e. Award litigation costs in favour of the Complainant.

And

- f. To such other relief or further orders as the Hon'ble Commission may deem fit and proper in the interest of justice and consumer welfare.

2. The case of the complainant in brief runs as follows:- The complainant is a resident of Nandyal. The Opposite Party is Myntra Designs Private Limited, represented by its Chief Executive Officer/Authorized Signatory, having its office at Varthur Hobli, Bengaluru. The complainant placed an online order on the Opposite Party's platform, Myntra, on 05.10.2025 for a Kalyan Jewellers 24K (999) Purity Ayodhya Gold Coin (5 grams) bearing Order ID:131156313135395131103, after making full payment of Rs.59,750/- through UPI, which was duly acknowledged by the Opposite Party. The Opposite Party assured delivery of the product by 22.10.2025. However, the product was not delivered within the assured time and continued to remain undelivered thereafter.

The complainant made repeated follow-ups through phone calls, emails, chat support, and social media platforms, but no clear update or definite delivery timeline was provided. Owing to the prolonged delay and considering the high value of the gold product, the complainant requested cancellation of the order. However, the Opposite Party refused to cancel the order on the ground that gold products were non-cancellable.

After retaining the complainant's money for more than 41 days, the Opposite Party ultimately cancelled the order on 15.11.2025 and refunded the purchase amount, without offering any explanation for the delay or compensating the complainant for the losses suffered. Thereafter, the complainant sought compensation for the mental agony, harassment, and financial loss incurred, including the loss occasioned by the substantial increase in the price of gold during the period of delay. However, the Opposite Party failed to consider or redress the complainant's grievance.

The aforesaid acts of the Opposite Party caused the complainant considerable mental agony, harassment, and financial loss, besides depriving him of the opportunity to purchase the gold coin at the prevailing price. Such conduct, according to the complainant, constitutes deficiency in service and an unfair trade practice within the meaning of the provisions of the Consumer Protection Act, 2019.

3. The Opposite Party filed its written version contending that the complaint is not maintainable either in law or on facts. It is submitted that the complainant had placed an order for a Kalyan Jewellers 24K (999) Purity

Ayodhya Gold Coin (5 grams) through the Opposite Party's online platform. The product was to be supplied and delivered by an independent third-party seller, who has not been impleaded as a party to the present complaint. It is further contended that the product was manufactured by another brand, which is also a matter of record.

The Opposite Party further submits that, as per the disclaimer contained in the Terms of Use governing its online platform, all commercial terms relating to the sale transaction, including dispatch, delivery, and other obligations concerning the products and/or services, are governed by the principal-to-principal contractual relationship between the buyer and the seller. The payment facility provided on the platform is merely intended to facilitate the completion of the transaction between the buyer and the seller. Therefore, the use of such payment facility does not render the Opposite Party liable or responsible for non-delivery, non-receipt, non-payment, damage, breach of representations or warranties, non-provision of after-sales or warranty services, or any fraud relating to the products and/or services listed on the platform.

It is further contended that the Opposite Party is neither the seller, manufacturer, nor producer of the product in question. The product purchased by the complainant was sold by a third-party seller registered on the Myntra platform. The Opposite Party asserts that its role is confined to providing an online marketplace to facilitate transactions between buyers and sellers and that it has no direct relationship, control, or connection with the independent seller.

The Opposite Party further submits that, upon receiving the complainant's grievance, although the issue primarily fell within the domain of the seller and/or manufacturer, it nevertheless extended all possible assistance to the complainant by escalating the matter to the concerned authorities and making efforts to facilitate its resolution. On the above grounds, the Opposite Party denies any deficiency in service or unfair trade practice on its part and prays for dismissal of the complaint with costs.

4. The complainant filed sworn affidavit, and Ex.A1 to Ex.A6 are marked. The opposite party filed sworn affidavit. No documents are marked.

5. We have perused the available records and written arguments filed by the complainant and opposite party and heard oral arguments of both sides.

6. Now, the points that arise for consideration are:

- i. Whether there is any deficiency of service on the part of the opposite parties or not?
- ii. Whether the complainant is entitled to the reliefs as prayed for or not?
- iii. If any relief, then to what extent?

7. Points i to iii:- The complainant ordered a 5-gram Kalyan Jewellers 24K (999) Purity Ayodhya Gold Coin through the Opposite Party's online platform, Myntra Designs Private Limited, on 05.10.2025, for a total consideration of Rs.59,750/-, which was paid through UPI. The expected date of delivery was 22.10.2025. Ex.A1 evidences the order confirmation

email issued by the Opposite Party. It also reflects the price breakup, the payment of Rs.59,750/-, and the discount of Rs.7,457/- extended to the complainant. Ex.A2 is the PhonePe transaction record showing payment of Rs.59,750/- to the Opposite Party on 05.10.2025. The said exhibit also shows that the complainant paid a platform fee of Rs.20/- to the Opposite Party.

The gold coin was scheduled to be delivered on 22.10.2025. However, the product was not delivered within the promised time. Ex.A3 and Ex.A6 comprise the email correspondence dated 01.11.2025, 04.11.2025, 09.11.2025, 13.11.2025, and 14.11.2025, along with the WhatsApp communications dated 13.11.2025 and 14.11.2025, wherein the complainant repeatedly requested the Opposite Party to trace the consignment and ensure immediate delivery of the product. The records further reveal that the complainant was not willing to accept a refund and insisted upon delivery of the ordered gold coin.

Ex.A4 is a screenshot from the Opposite Party's platform indicating that the shipment had been delayed due to "high demand in your city." Subsequently, on 15.11.2025, the Opposite Party informed the complainant through email that the order had been cancelled and a refund of Rs.59,730/- had been processed. The records further establish that the refunded amount was credited to the complainant's account on the same day. Ex.A5 is the complaint lodged by the complainant before the National Consumer Helpline, wherein he raised a grievance regarding the inordinate delay in delivery of the product and the refund made only after the lapse of

approximately 40 days. In the said complaint, the complainant also sought compensation for the mental agony, inconvenience, and financial loss suffered by him on account of the Opposite Party's conduct.

To substantiate its defence, the Opposite Party filed its Written Version contending that the product in question was to be supplied and delivered by an independent third-party seller and that the Opposite Party merely provided an online marketplace to facilitate the transaction. It is further contended that, in terms of its Terms of Use, the Opposite Party cannot be held liable for non-delivery, non-receipt, non-payment, damage, fraud, or the non-provision of after-sales or warranty services relating to the products listed on its platform. The Opposite Party also asserts that there is no contractual or business relationship between it and the independent seller. Nevertheless, it submits that, upon receiving the complainant's grievance, it extended all possible assistance by coordinating with the concerned seller and escalating the issue to the appropriate authorities in an effort to facilitate resolution of the complainant's grievance.

As per Section 2(11) of the Consumer Protection Act, 2019, 'deficiency' includes any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance required to be maintained under any law or contract. The failure to deliver the product within the assured time squarely falls within the said definition

On a close perusal of the pleadings, documents, and evidence on record, it is observed that the complainant placed an order for a 5-gram Kalyan Jewellers 24K (999) Purity Ayodhya Gold Coin through the Opposite

Party's online platform, Myntra, on 05.10.2025. The complainant paid a sum of Rs.59,750/- through UPI on the same day, and the product was assured to be delivered on 22.10.2025. However, the gold coin was not delivered as promised. Consequently, the complainant repeatedly approached the Opposite Party through its customer care services and addressed several emails up to 14.11.2025, seeking information regarding the delay and requesting delivery of the product.

Instead of delivering the ordered product, the Opposite Party, on 15.11.2025, unilaterally cancelled the order and refunded a sum of Rs.59,730/- to the complainant's account. The evidence on record clearly establishes that the complainant had consistently insisted on delivery of the gold coin and had not sought cancellation of the order except on account of the prolonged delay. The inordinate delay in delivering a high-value commodity such as a gold coin, particularly during a period when gold prices were witnessing a substantial upward trend, followed by the unilateral refund of the purchase price instead of effecting delivery, caused financial loss, inconvenience, and mental agony to the complainant. Such conduct, in the opinion of this Commission, amounts to deficiency in service on the part of the Opposite Party.

The principal defense of the Opposite Party is that the product was to be supplied by an independent third-party seller and that it merely acted as an intermediary platform. This contention is not acceptable. The Opposite Party operates the online marketplace through which orders are placed, payments are collected, and delivery commitments are made to consumers.

It also collected a platform fee from the complainant for facilitating the transaction. Having undertaken to facilitate the sale and accepted the consideration, the Opposite Party cannot completely absolve itself of responsibility by shifting the entire blame onto the third-party seller. It owes a corresponding duty to ensure that consumers receive the products within the promised time or are otherwise suitably compensated for any failure in the transaction.

In the present case, the Opposite Party failed to ensure delivery of the product within the assured period and refunded the purchase amount only after a delay of 23 days, i.e., from the promised delivery date of 22.10.2025 till 15.11.2025. During this period, the market price of gold had increased considerably, thereby depriving the complainant of the opportunity to purchase the same gold coin at the agreed price. The unilateral refund of the purchase amount, in lieu of supplying the ordered product, particularly in the prevailing market conditions, constitutes not only deficiency in service but also amounts to an unfair trade practice within the meaning of the provisions of the Consumer Protection Act, 2019.

The complainant has filed a memo enclosing the price data published by the Indian Bullion and Jewellers Association (IBJA), indicating the variation in the prices of gold and silver during the period from 29.09.2025 to 17.11.2025. The said data shows that, due to the increase in the price of gold between the date of purchase (05.10.2025) and the date on which the refund was credited (15.11.2025), the complainant suffered a financial loss of Rs.4,297/-.

In the era of e-commerce, online platforms facilitating transactions, collecting payments, and assuring delivery cannot escape liability merely by describing themselves as intermediaries, especially when consideration flows through them and assurances are made in their name.

The Commission, having held the Opposite Party deficient in service for the delayed delivery and unilateral refund of the purchase amount despite the complainant's insistence on delivery of the gold coin, is of the opinion that a consolidated compensation of Rs.50,000/- towards financial loss, mental agony, and inconvenience would be just and reasonable to meet the ends of justice.

8. In the result, the complaint is partly allowed. The Opposite Party is directed to pay a sum of Rs.50,000/- (Rupees Fifty Thousand only) to the complainant as compensation towards the financial loss suffered and the mental agony caused to him. The Opposite Party is further directed to pay Rs.10,000/- (Rupees Ten Thousand only) towards litigation costs. If the order is not complied within 45 days the awarded amount of Rs.50,000/- shall carry interest @ 9% per annum from the date of complaint i.e, 27.01.2026 to till realization.

Typed to my dictation by the stenographer, corrected and pronounced by us i the open Bench on this the 22nd day of July, 2026.

Sd/-
OM MEMBER

Sd/-
MALE MEMBER

Sd/-
PRESIDENT

APPENDIX OF EVIDENCE**Witnesses Examined****For the complainant:-Nil****For the opposite parties:-Nil****List of exhibits marked for the complainant:-**

Ex.No.	Date/Year	Description	Remarks
A1	05.10.2025	Myntra order confirmation through e-mail.	Self attested photo copy
A2	05.10.2025	Quick Details of Payment transaction receipt / bank or UPI statement evidencing payment of Rs.59,750/- along with Tax Invoice.	Self attested photo copy
A3	13.11.2025	E-mail communications issued by the Myntra Support.	Self attested photo copy
A4		Myntra order status page showing non-delivery, cancellation, and refund details.	Photo copy
A5		The grievance details No.8328651.	Photo copy
A6		E-mails addressed to the Opposite Party and Kalyan Jewellers regarding non-delivery of the product.	Photo copy

List of exhibits marked for the opposite party: - NIL

Sd/-
WOMEN MEMBER

Sd/-
MALE MEMBER

Sd/-
PRESIDENT

Pronounced on:-**22.07.2026**

Copy to:-

Copy made ready on _____ :

Copy dispatched to Complainant
and Opposite party on _____ :